

BILL NO. S-76-09- 41

SPECIAL ORDINANCE NO. S-175-76

AN ORDINANCE approving a contract with Brooks Construction Company, Inc., for improvement of the West Central Impact Area N.P.I.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:


SECTION 1. That the contract dated September 8, 1976, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Brooks Construction Company, Inc., for:

Improvement of the West Central Impact Area
N.P.I.

Asphalt Removal	Two dollars and no cents, per square yard	2.00
Brick Street Repair	Forty dollars and no cents, per square yard	40.00
Concrete Curb Type II-B (includes removal)	Eight dollars and fifty cents, per lineal foot	8.50
Concrete Curb, Type III	Ten dollars and fifty cents, per lineal foot	10.50
Concrete Removal (Sidewalk & Drives)	One dollar and fifty cents, per square yard	1.50
Wingwalk, 6" (including ramps)	One dollar and fifty cents, per square foot	1.50
Sidewalk, Concrete, 4"	One dollar and forty five cents, per square foot	1.45
Concrete for Private Drives, 6"	Sixteen dollars and no cents, per square yard	16.00
Concrete Base, 6" (for corner widening)	Sixteen dollars and no cents, per square yare	16.00
Catch Basin, Type I-C (with Bell)	Seven hundred dollars and no cents, per each	700.00
Hot Asphalt Surface, A-2	One hundred dollars and no cents, per ton	100.00
Tree Removal	One hundred dollars and no cents	100.00
Backfill Material behind Curb	Six dollars and no cents, per ton	6.00
Sod	Two dollars and no cents, per square yard	2.00

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3 for a total cost of \$35,919.50, all as more particularly set forth
4 in said contract which is on file in the Office of the Board of
5 Public Works and is by reference incorporated herein, made a part
6 hereof and is hereby in all things ratified, confirmed and
7 approved.
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9 SECTION 2. This Ordinance shall be in full force and
10 effect from and after its passage and approval by the Mayor.
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Councilman

APPROVED AS TO FORM
AND LEGALITY, _____


CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the day of _____, 1976, at _____ o'clock P.M., E.S.T.

DATE: 9-28-76

Charles W. Atterman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage.

PASSED (~~1031~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>	<u>0</u>			
BURNS	<u>X</u>				
HINGA	<u>X</u>				
HUNTER	<u>X</u>				
MOSES	<u>X</u>				
NUCKOLS	<u>X</u>				
SCHMIDT, D.	<u>X</u>				
SCHMIDT, V.	<u>X</u>				
STIER	<u>X</u>				
TALARICO	<u>X</u>				

DATE: 10-12-76

Charles W. Atterman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~) (~~APPROPRIATION~~)

ORDINANCE (~~RESOLUTION~~) No. 5-175-76 on the 12th day of Oct., 1976.

ATTEST: (~~SEAL~~)

Charles W. Atterman
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of October, 1976, at the hour of 11 o'clock A M., E.S.T.

Charles W. Atterman
CITY CLERK

Approved and signed by me this 14th day of October, 1976, at the hour of 3:00 o'clock _____ M., E.S.T.

Rahat Elmestony
MAYOR

Bill No. S-76-09-41

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract with Brooks Construction Company, Inc., for
improvement of the West Central Impact Area N.P.I.

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

Donald J. Schmidt - Vice-Chairman

Vivian G. Schmidt

Paul M. Burns

William T. Hinga

W. C. Moses, Jr.

D. J. Schmidt

Vivian G. Schmidt

Paul M. Burns

William T. Hinga

DATE 10-12-76 CONSIDERED IN
CITY CLERK



THE CITY OF FORT WAYNE
community development & planning

20 August 1976

Rec. 5722

The Common Council
Fort Wayne, IN

Gentlemen and Mrs. Schmidt:

The Board of Public Works has awarded a contract to Brooks Construction Company in the amount of \$35,919.50 to construct new curbing, sidewalks, paraplegic ramps and replace brick paving as specified in the West Central impact area.

Due to the fact that there has been some delay in getting the project started and that we wish to accomplish the project in this construction season, along with other capital improvement projects in West Central's impact area, the Department and all concerned respectfully request a "Prior Approval" to allow Brooks Construction Company to proceed.

An Ordinance for formal approval of the labor contract will be introduced as soon as the contract has been prepared. Brooks Construction has indicated they can begin work August 30, 1976, if prior approval is granted.

Attached is a copy of the bid tabulation.

Sincerely,

COMMUNITY DEVELOPMENT AND PLANNING

C. James Owen
C. James Owen, Director

Robert E. Armstrong
Robert E. Armstrong, Mayor

10/1/76

20 August 1976

CJO:pb

Attachment:

APPROVED:

Vivian J. Schmidt

Don J. Taylor

Fred R. Hunter

John S. Kroll

Paul W. Brown

James S. Little

D. Schmidt

ATTEST:

Charles W. Westerman

City Clerk

OFFICE OF CITY ENGINEER

DATE August 11, 1976

RES. NO. 5722-1976

MATE= AL

FORT WAYNE INDIANA

CONTRACTORS			ESTIMATE	EXTENSION	Brooks Const. Co.		Continental Const. Co.		L. W. Dailey, Inc.		Hinskind Asphalt Corp.		Robert Houser, Con		UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
STREETS— QUAN	ALLEYS— UNIT	SIDEWALKS— MATERIAL			UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID				
353	SYS	Asphalt Removal	5.00	1,775.00	2.00	710.00	4.50	1,597.50	4.50	1,597.50	2.00	710.00	3.50	1,242.50				
175	SYS	Brick Street Repair	45.00	7,875.00	40.00	7,000.00	45.00	7,875.00	21.00	3,675.00	15.00	2,625.00	60.00	10,500.00				
41+	L.F.	Concrete Curb Type II B	9.00	3,726.00	8.50	3,519.00	7.50	3,105.00	7.50	3,105.00	12.00	4,968.00	8.50	3,519.00				
110	L.F.	Concrete Curb Type III	9.00	990.00	10.50	1,155.00	6.50	715.00	8.00	880.00	10.00	1,100.00	7.20	792.00				
1,177	SYS	Concrete Removal	5.00	5,885.00	1.50	1,765.50	4.05	4,766.85	5.00	5,885.00	5.00	5,885.00	6.00	7,062.00				
7,580	SF	Wing Walks	1.65	12,507.00	1.50	11,370.00	1.50	11,370.00	1.75	13,265.00	2.00	15,160.00	1.50	11,370.00				
3,200	SF	Sidewalk	1.50	4,800.00	1.45	4,640.00	1.30	4,160.00	1.40	4,480.00	1.50	4,800.00	1.30	4,160.00				
70	SYS	Concrete for Private Drive	10.00	700.00	16.00	1,120.00	16.00	1,120.00	17.00	1,190.00	15.00	1,050.00	13.50	945.00				
39	SYS	Concrete Base 6"	20.00	780.00	16.00	624.00	14.00	546.00	18.00	702.00	15.00	585.00	11.50	448.50				
4	EA	Catch Basin with bell TYPE C	800.00	3,200.00	700.00	2,800.00	600.00	2,400.00	900.00	3,600.00	500.00	2,000.00	725.00	2,900.00				
1	TON	Hot Asphalt Surface (A-Z)	35.00	35.00	100.00	100.00	11.00	44.00	35.00	35.00	150.00	150.00	90.00	90.00				
5	EA	Tree Removal	100.00	500.00	100.00	500.00	200.00	1,000.00	100.00	500.00	150.00	750.00	300.00	1,500.00				
230	SYS	Fine Grading & Seeding	2.00	460.00	1.00	230.00	1.00	230.00	1.50	345.00	5.00	1,150.00	2.75	632.50				
26	TON	Backfill Material behind curb	8.00	208.00	6.00	156.00	6.50	169.00	7.00	187.00	20.00	520.00	8.00	208.00				
		TOTAL		43,441.00		35,689.50		39,096.35		39,441.50		41,453.00		45,366.50				
		Alternate																
230	SYS	Sod	3.00	690.00	2.00	460.00	3.00	690.00	2.50	575.00	8.00	1,840.00	1.35	310.50				
				43,671.00		35,919.50		39,558.35		39,671.50		42,143.00		45,047.50				

63-272-10 9/8/76

CONTRACT

CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL
Preliminary Meeting _____
Ratification _____This Agreement, made and entered into this 8 day of September, 1976

by and between _____

-----BROOKS CONSTRUCTION COMPANY, INC.-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve

Res. No. 5722-1976: to improve the West Central Impact Area N.P.I.

(See description on attached resolution).

by grading and paving the roadway to a width of _____ feet with _____

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5722-1976 and at the following price per lineal foot

at the following prices:

Asphalt Removal	Two dollars and no cents, per square yard	2.00
Brick Street Repair	Forty dollars and no cents, per square yard	40.00
Concrete Curb Type II-B (includes removal)	Eight dollars and fifty cents, per lineal foot	8.50
Concrete Curb, Type III	Ten dollars and fifty cents, per lineal foot	10.50
Concrete Removal (Sidewalk & Drives)	One dollar and fifty cents, per square yard	1.50
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Sidewalk, Concrete, 4"	One dollar and forty five cents, per square foot	1.45
Concrete for Private Drives, 6"	Sixteen dollars and no cents, per square yard	16.00
Concrete Base, 6" (for corner widening)	Sixteen dollars and no cents, per square yard	16.00
Catch Basin, Type I-C (with Bell)	Seven hundred dollars and no cents, per each	700.00
Hot Asphalt Surface, A-2	One hundred dollars and no cents, per ton	100.00
Tree Removal	One hundred dollars and no cents,	100.00
Backfill Material behind Curb	Six dollars and no cents, per ton	6.00

from extension and widening as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5722-1976 and at the following price per lineal foot _____

at the following prices:

Asphalt Removal	Two dollars and no cents, per square yard	2.00
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Sod	Two dollars and no cents, per square yard	2.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision-Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5122-1976 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before November 1, 1976 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 31st day of August, 1976

BROOKS CONSTRUCTION COMPANY, INC.

BY: [Signature]

ITS: [Signature]

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

[Signature]
[Signature]

[Signature]
Its Board of Public Works and Mayor.

SEP 8 1976

APPROVED AS TO FORM AND LEGALITY:

[Signature]
[Signature] CITY ATTORNEY

GUARANTY BOND

Known All Men by These Presents, That we _____

-----BROOKS CONSTRUCTION COMPANY, INC.-----Contractors

as principal, and AMERICAN STATES INSURANCE COMPANY of INDIANAPOLIS, INDIANA-----

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of THIRTY FIVE

THOUSAND NINE HUNDRED NINETEEN DOLLARS AND FIFTY CENTS-----

-----(\$35,919.50)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----BROOKS CONSTRUCTION COMPANY, INC.-----

did on the _____ day of _____

_____, enter into a contract with the City of Fort Wayne to construct a

Pavement

XXX ~~XXXXXX~~ Res. No. 5722-1976: to improve

the West Central Impact Area N.P.I. (See description on attached resolution).

_____, according to certain plans and specifications, and

also warranting and guaranteeing the work, ^{for a period of three years} material and condition of the pavement thereof as provided in aforesaid contract and specifications. Now if the said-----

BROOKS CONSTRUCTION COMPANY, INC.----- shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 21st day of August 1976

AMERICAN STATES INSURANCE COMPANY

BROOKS CONSTRUCTION COMPANY, INC. (SEAL)

BY: N. Richard Boerger
N. RICHARD BOERGER

BY: Robert F. Gail (SEAL)

ITS: ATTORNEY-IN-FACT

ITS: Jos (SEAL)

Approved this 8 day of September, 1976

Henry P. Weinberg
May G. Scott

Board of Public Works.

TITLE OF ORDINANCE SPECIAL ORDINANCE- Contract of Brooks Construction Co., Inc.-Res. 5722

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE Contract of Brooks Construction Co., Inc. in amount of

\$35,919.50 provides for repairs of brick streets, curbs, sidewalks and catch
basins in the West Central Neighborhood Impact Area.

This is the low of five bids received as shown on attached bid tabulation sheet.

A project of Community Development and Planning, the area to be improved is:

Wilt Street from Broadway to College - Lavina Street from Van Buren to 100' west
of Rockhill - East side of College Street from Jefferson to the first east-west
alley south of Wilt - Rockhill Street from Jefferson to Lavina - Union Street
from Jefferson to Lavina - Jackson Street from Jefferson to Lavina - Van Buren
Street from Jefferson to Wilt and West side of Van Buren Street from Wilt to
Lavina.

(SEE PRIOR APPROVAL ATTACHED)

EFFECT OF PASSAGE Improvements to West Central Area

EFFECT OF NON-PASSAGE PRIOR APPROVAL RECEIVED

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Cost to Community Development
and Planning - \$35,919.50 plus engineering and inspection charges.

ASSIGNED TO COMMITTEE

Public Works